

**Fill in this information to identify the case:**

Debtor 1 THOMAS P O'BRIEN SR

Debtor 2 \_\_\_\_\_  
 (Spouse, if filing)

United States Bankruptcy Court for the: Western District of Pennsylvania (Pittsburgh)  
 (State)

Case number 20-22435

## Official Form 410

# Proof of Claim

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

### Part 1: Identify the Claim

1. Who is the current creditor?		
<u>Foundation Finance Company</u> Name of the current creditor (the person or entity to be paid for this claim)		
Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
	<u>FOUNDATION FINANCE COMPANY C/O: WEINSTEIN &amp; RILEY, PS</u> Name	<u>FOUNDATION FINANCE COMPANY C/O: WEINSTEIN &amp; RILEY, PS</u> Name
	<u>2001 WESTERN AVENUE, STE 400</u> Number Street	<u>PO BOX 3978</u> Number Street
	<u>SEATTLE, WA 98121</u> City State ZIP Code	<u>SEATTLE, WA 98124-3978</u> City State ZIP Code
	Contact phone <u>(877) 332-3543</u> Contact email <u>bncmail@w-legal.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Contact phone <u>(877) 332-3543</u> Contact email <u>bncmail@w-legal.com</u>
4. Does this claim amend one already filed?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>0341</u>
7. How much is the claim?	<u>\$9,126.15</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Money Loaned</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.  Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>HOMIM Roof and Gutters</u>  Basis for perfection: <u>Financing Statement</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  Value of property: \$ _____ Amount of the claim that is secured: <u>\$9,126.15</u> Amount of the claim that is unsecured: <u>\$0.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7.)  Amount necessary to cure any default as of the date of the petition: <u>\$0.00</u>  Annual Interest Rate (when case was filed) <u>11.9000</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Yes. Check one:

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority
	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/01/2020  
MM / DD / YYYY

/s/ Jordyn Robertson  
Signature

Print the name of the person who is completing and signing this claim:

Name Jordyn Robertson  
First name Middle name Last name

Title Representative for Foundation Finance Company

Company Weinstein & Riley, P.S.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2001 Western Ave, Suite 400  
Number Street

Seattle, WA 98121  
City State ZIP Code

Contact phone 2062693490 Email bncmail@w-legal.com

**Account Summary**

Debtor Name: THOMAS P O'BRIEN SR

Debtor SSN: XXX-XX-0424

Debtor Address: 119 ORCHARD ST, MONROEVILLE, PA 151464125

Balance at Time  
of Filing: \$9,126.15

Principal Balance: \$8,994.55

Interest: \$131.60

Fees, Expenses or Other Charges: \$0.00

Last Payment  
Date: 07/06/2020

Last Payment Amount: \$162.43

Last Purchase  
Date:

Last Purchase Amount:

Merchant:

Entity to whom  
the debt was  
owed at the time  
of the  
accountholder's  
last transaction on  
the account:  
Foundation Finance Company

Entity from whom creditor  
purchased account:

Creditor Name: Foundation Finance Company

Account Number: XXXX0341

Alternate Account Number:

Open Date: 10/09/2017

Charge Off Date:

Case Number: 20-22435

Chapter:

Chapter 13

This is an application for credit with Dealer. You understand there is no agreement between us until we approve your credit application and accept all other required documents for funding.

Dealer Number: 7001

Total Sale Price: 11,017.00

Down Payment:

AMOUNT REQUESTED: 11,017.00

**APPLICANT INFORMATION** ☒ INDIVIDUAL ☐ JOINT PLEASE PRINT CLEARLY AND COMPLETE ALL REQUESTED INFORMATION.

FIRST NAME THOMAS	LAST NAME OBRIEN	DOB	SSN
DRIVERS' LIC. #/STATE	HOME PHONE #	CELL PHONE #	
HOME ADDRESS/CITY/STATE/ZIP 119 Orchard St. Monroeville PA 15146-0000			<input checked="" type="checkbox"/> OWN <input type="checkbox"/> RENT
HOW LONG AT CURRENT ADDRESS?	YEARS 36	MOS.	MORTGAGE OR RENT PMT \$ 800.00
CURRENT EMPLOYER Retired	HOW LONG? 2Y/1M		POSITION
EMPLOYER PHONE	GROSS MONTHLY INCOME \$ 3,400.00	EMAIL ADDRESS	

**CO-APPLICANT INFORMATION**

FIRST NAME	LAST NAME	DOB	SSN
DL #/STATE	HOME PHONE #	CELL PHONE #	
HOME ADDRESS/CITY/STATE/ZIP			<input type="checkbox"/> OWN <input type="checkbox"/> RENT
HOW LONG AT CURRENT ADDRESS?	YEARS	MOS.	MORTGAGE OR RENT PMT \$
CURRENT EMPLOYER	HOW LONG? 0Y/0M		POSITION
EMPLOYER PHONE	GROSS MONTHLY INCOME \$	EMAIL ADDRESS	

**OTHER INCOME** (Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.) SOURCE \_\_\_\_\_ AMOUNT \$ .00

**PERSONAL REFERENCES (not in same household)**

NAME:	PHONE:	RELATIONSHIP:
NAME:	PHONE:	RELATIONSHIP:

**OPTIONAL - ACH (AUTOMATIC WITHDRAWALS)**

I (we) hereby authorize lender or any assignee to initiate debit entries to the below-listed account for my monthly payments. This authorization remains in full force and effect until the lender/assignee has received written notification from me (us) in such time and such manner as to afford lender/assignee a reasonable opportunity to act on it. Please allow 10 days for all changes to be effective.

**\*\*Please attach a voided check or deposit slip\*\***

BANK NAME:	
CITY/STATE	
<input type="checkbox"/> CHECKING	<input type="checkbox"/> SAVINGS
ROUTING #: 000000000	ACCT #:

By signing this application you promise all information is true and complete. You intend the seller and/or assignee to rely upon this information in deciding whether or not to extend credit to you. You authorize a full investigation and release of your credit record and your employment history. You also authorize the seller and/or assignee to release information about credit experience with them. You consent to receiving autodialed or prerecorded message calls from us or those acting on our behalf at any mobile telephone number you provide to us.

**CREDIT REPORT NOTICE:** We may request a credit report for any legitimate purpose associated with your application for credit, extending credit, modifying the terms of your credit agreement, or collection on your account. On your request, we will inform you if such a report was ordered and will give you the name and address of the credit reporting agency that furnished the report.

**ALABAMA AND NEBRASKA RESIDENTS:** You must be 19 years old to apply for credit.

**CALIFORNIA RESIDENTS:** If married, you may apply for a separate account.

**NEW YORK RESIDENTS:** We may obtain your credit report and we will inform you, upon request, whether a report was obtained and, if so, the name and address of the consumer reporting agency.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**VERMONT RESIDENTS:** We may obtain your credit reports at any time, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request we will inform you if such a report was ordered. If so, we will give you the name and address of the consumer reporting agency furnishing the report.

**WISCONSIN NOTICE TO MARRIED APPLICANTS:** No provision of any marital property agreement, unilateral statement under Wis. Stats. §766.59, or court decisions under Wis. Stats. §766.70 adversely affects the interest of the creditor unless the creditor is furnished a copy of the decree, agreement, statement, or has actual knowledge of the adverse provision prior to the time credit is granted.

APPLICANT SIGNATURE: Alan P. O'Brien DATE: 10/09/2017

CO-APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DEALER REP SIGNATURE: Abigail D. DATE: 10/09/2017



Seller's Name: Allgood Home Improvements  
Address/City/State/Zip:  
275 Commerical Dr  
Fairfield OH 45014

Phone: 513-247-2900 Dealer #: 7001

Buyer's/Co-Buyer's Name:  
THOMAS OBRIEN

Residence Address/City/State/Zip:  
119 Orchard St.  
Monroeville PA 15146-0000

Co-Buyer's Address/City/State/Zip (if different from above):

Dealer Signature

The words "Buyer", "you", "your", or "yours" refer to each person who signs this contract as a buyer or co-buyer. The words "Seller", "we", "our", and "us" refer to the dealer who made the sale and any assignee currently holding the Contract. We agree to sell and you agree to buy the goods described below in accordance with all terms on both sides and all pages of this Contract.

DESCRIPTION OF GOODS OR SERVICES PURCHASED: HOMIM Roof and gutters

ITEMIZATION OF AMOUNT FINANCED

Cash Price \$ 11,017.00 + Sales Tax \$ .00 - Cash Down Payment \$ .00 - Trade-in \$ .00 = AMOUNT FINANCED \$ 11,017.00

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.	TOTAL SALES PRICE The total amount of your purchase on credit, including your down payment of
11.90 %	\$ 7,874.60	\$ 11,017.00	\$ 18,891.60	\$ .00 \$ 18,891.60

MY PAYMENT SCHEDULE WILL BE:

Number of Pmts	Payment Amount	When Payments are Due
120	\$ 157.43	Monthly Beginning: 11/08/2017

LATE CHARGE: If your payment is late, we may charge you 5% of the installment due not to exceed \$5.  
SECURITY: You are giving a security interest in any goods purchased.  
PREPAYMENT: If you pay off early, you will not have to pay a penalty.

ADDITIONAL INFORMATION: Refer to the appropriate clauses on the front and back of this Contract for any additional information about nonpayment, default, minimum finance charges, repayment in full before the scheduled date, and any other fees or charges.

FOR PROMOTIONAL SALES ONLY:

Months Same-as-Cash. No interest if paid in full in \_\_\_\_\_ months. If the balance is not paid in full in \_\_\_\_\_ months, interest will be imposed from the date of contract at a rate \_\_\_\_\_ %.

Seller ☐ does ☐ does not carry worker's compensation and public liability insurance applicable to the work to be performed.  
Seller ☐ is ☐ is not qualified as a self-insurer.

**MI - NOTICE TO BUYER:** (1) Do not sign this Contract before you read it. (2) You are entitled to a completely filled-in copy of this Contract. (3) Under the law, you have the right to pay off in advance the full amount due and, under certain conditions, to obtain a partial refund of the finance charge. (4) You may rescind or cancel this Contract, not later than 5 p.m. on the business day following the date thereof by giving written notice of rescission to the contractor or his agent at his place of business given in the Contract or by mailing the notice or cancellation to the contractor to his place of business given in the Contract by depositing a properly addressed certified letter in a United States post office or mail box, but if you rescind after 5 p.m. on the business day following, you are still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.

**NJ NOTICE TO OWNER:** Do not sign this Contract in blank. You are entitled to a copy of the Contract at the time you sign. Keep it to protect your legal rights. Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete. Home repair contractors are prohibited by law from requesting or accepting a certificate of completion signed by the owner prior to the actual completion of the work to be performed under the home repair contract. By your signature below you acknowledge receipt of 2 copies of a Door-to-Door Home Repair Act Sales Act Receipt in the state of New Jersey. **NOTICE TO RETAIL BUYER:** YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER OF YOUR INTENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTMARKED NOT LATER THAN 5 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING 'I HEREBY RESCIND' AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS RECEIPT IS PROVIDED BY THE RETAIL SELLER FOR YOUR RECORDS.

Buyer's Signature \_\_\_\_\_ Date Executed \_\_\_\_\_ Co-Buyer's Signature \_\_\_\_\_ Date Executed \_\_\_\_\_

**PA - NOTICE TO THE BUYER:** (1) Do not sign this Contract before you read it. (2) You are entitled to a completely filled-in copy of this Contract. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) You may rescind this Contract, subject to liability for any liquidated damage provision thereof authorized by law, not later than 5 P.M. on the business day following the date thereof by giving written notice of rescission to the contractor at his place of business given in the Contract, but if you rescind after 5 P.M. on the business day following, you are still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.

**BUYER'S RIGHT TO CANCEL:** You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. Michigan residents - Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

Buyer acknowledges reading both sides of this Contract; receiving a signed, dated and completely filled-in copies on the date executed;  
Seller orally explained the right to cancel and provided 2 copies of a Notice of Cancellation. ALL BUYERS SIGN HERE

Buyer's Signature  Date Executed 10/09/2017 Co-Buyer's Signature \_\_\_\_\_ Date Executed 10/09/2017

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE. SEE REVERSE SIDE FOR  
ADDITIONAL TERMS. KEEP A COPY OF THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

**PROMISE TO PAY:** This is a simple interest Contract. Interest will accrue and be earned on a daily basis on the unpaid principal amount at 1/365th (1/366th in a leap year) of the Annual Percentage Rate for each day any unpaid principal amount remains outstanding. The actual finance charge you pay may exceed the Finance Charge contained in the Truth-in-Lending Disclosures if you make your payments later than the scheduled payment dates or in less than the scheduled amount. You agree to make payments as provided in the Payment Schedule on the reverse side. We do not intend to charge or collect any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

**PREPAYMENT:** You may prepay this Contract in full at any time without penalty. Partial prepayments will not change the due date or amount of my payments until the Contract is paid in full.

**SECURITY INTEREST:** You grant us a security interest in the goods purchased by you and described on the first page of this Contract (the "Collateral") as well as all accessions to and proceeds of those goods. Our security interest secures your performance of all obligations under this Contract and any extensions, renewals or modifications of it. On our request, you will take any reasonable action to preserve the Collateral or our security interest in it. You will maintain the Collateral in good condition, not permit its value to be impaired and keep it free from liens and encumbrances prior in right to ours. You will not sell, lease or dispose of Collateral without our written permission.

**NSF FEES:** If you present any type of payment that is dishonored by the drawee, we may charge you a fee of \$25 in Michigan (none in New Jersey or Pennsylvania).

**DEFAULT:** You are in default if you fail to make one or more payments when due, violate any other term of this Contract, or take any action that materially impairs the value of the Collateral or our security interest in it and if you fail to cure your default.

**ATTORNEY FEES AND COURT COSTS:** If this Contract is referred to an attorney for collection, you agree to pay the amount actually incurred by you as court costs assessed by a court and reasonable attorney fees unless prohibited by law. To the extent not prohibited by law, you agree to pay any other costs and fees of repossession, collection or realization of any security interest. If you default, we may accelerate your maturity date and balance if you fail to bring your balance current within 30 days of the payment due date.

**ELECTRONIC CHECK CONVERSION:** When you provide a check, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the transaction as a check. When we use your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you may not receive your check back from your financial institution.

**CREDIT REPORTING:** We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on this Contract may be reflected on your credit report.

**OBLIGATIONS INDEPENDENT:** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following: You must pay this Contract even if someone else has also signed it; we may release any co-buyer or guarantor and you will still be obligated to this Contract; we may release any security and you will still be obligated to pay this Contract; if we give up any of our rights, it will not affect your duty to pay this Contract; and if we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**INVALIDITY OF CONTRACT:** If any provision of this Contract is prohibited by laws or regulations, this Contract shall be automatically reformed to be in compliance and shall be ineffective to the extent so prohibited without invalidating the remaining provisions of this Contract.

**WARRANTY:** Product warranty information, if applicable, is provided to you separately. No warranties, expressed or implied, are offered by this Contract.

**ASSIGNMENT:** We may assign this Contract without your consent and the assignee is entitled to all rights under the Contract. Your rights are not affected by such assignment. You may not assign this Contract or your rights and obligations. If you sell or transfer all or part of the Collateral, we may, at our option, require immediate payment on the outstanding balance on the Contract.

**ENTIRE CONTRACT:** This Contract contains all of the agreements of the parties relative to the retail installment sale and Seller has made no representations, promises, statements or warranties expressed or implied, unless contained herein. Any reproduction of this Contract or its accompanying documents by reliable means, such as scanned image, facsimile, photocopy or other widely accepted technology is considered the same as the original, unless the copy is altered without the knowledge and consent of the parties.

**GOVERNING LAW:** The laws of your state of residence and federal law shall apply in construing and interpreting the terms and provisions of this Contract.

**NON-WAIVER; NO RELEASE:** We may waive any default without waiving any other subsequent or prior default by you. You understand that any loss, injury or destruction of the property will not operate as payment and will not release you from any of your obligations under this Contract.

**NEW JERSEY RESIDENTS:** Because certain provisions of this Contract are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**NO LIABILITY, PERSONAL OR PROPERTY INSURANCE COVERAGE IS PROVIDED TO BUYER UNDER THIS CONTRACT**

**NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Assignment to FOUNDATION FINANCE COMPANY (Foundation First Funding LLC in Pennsylvania).  
This box is not part of the Contract between Seller and Buyer.

DEALER HEREBY ASSIGNS ALL OF ITS RIGHTS, TITLE AND INTEREST IN THIS CONTRACT TO FOUNDATION FINANCE COMPANY WITHOUT RECOURSE EXCEPT AS PROVIDED IN THE DEALER FINANCING AGREEMENT IN EFFECT BETWEEN DEALER AND FOUNDATION FINANCE COMPANY. DEALER MAY ONLY ASSIGN THIS CONTRACT TO FOUNDATION FINANCE COMPANY.

Dealer Name: Allgood Home Improvements

Signed:  (Authorized Signature)

Title: office manager

Date: 10/09/2017

I acknowledge receipt of 2 completed copies of this Notice.

Proof of Claim Page 8 of 12

Buyer's Signature

Co-buyer's signature

**NOTICE OF CANCELLATION**

Date of Transaction: 10/09/2017

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (FIVE in Alaska and FIFTEEN in North Dakota if you are 65 years or older) from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract (except in Texas and Wisconsin).

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:**

Allgood Home Improvements  
275 Commerical Dr Fairfield OH 45014

NOT LATER THAN MIDNIGHT OF 10/12/2017 (date)

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date

**NOTICE OF CANCELLATION**

Date of Transaction: 10/09/2017

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS (FIVE in Alaska and FIFTEEN in North Dakota if you are 65 years or older) from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract (except in Texas and Wisconsin).

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:**

Allgood Home Improvements  
275 Commerical Dr Fairfield OH 45014

NOT LATER THAN MIDNIGHT OF 10/12/2017 (date)

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date

**THE CANCELLATION NOTICES BELOW APPLY ONLY TO HOME IMPROVEMENT CONTRACTS.**

**NOTICE OF RIGHT TO CANCEL****Your Right to Cancel**

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is 10/09/2017 ; or
- (2) The date you receive your Truth in Lending disclosures; or
- (3) The date you receive this notice of your right to cancel

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

**How to Cancel**

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Allgood Home Improvements  
275 Commerical Dr Fairfield OH 45014

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 10/12/2017 (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Buyer's Signature

Date

**NOTICE OF RIGHT TO CANCEL****Your Right to Cancel**

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is 10/09/2017 ; or
- (2) The date you receive your Truth in Lending disclosures; or
- (3) The date you receive this notice of your right to cancel

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

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I WISH TO CANCEL.

Buyer's Signature

Date



**Jerry Tyskiewicz**  
Department of Real Estate  
Pittsburgh, PA 15219

\*\*\*\* Electronically Filed Document \*\*\*\*

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Document Number: [REDACTED]  
Recorded As: ERX-UCC FILING FEE  
Recorded On: June 08, 2020  
Recorded At: 01:03:04 pm  
Number of Pages: 3

Recording Fee: \$150.00

Parties:

OBRIEN THOMAS

FOUNDATION FINANCE COMPANY LLC

Receipt Number: [REDACTED]

Processed By: Lois Manuel

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***



  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

## UCC FINANCING STATEMENT

**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional)	
CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional)	
SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1856 38574	
CSC	
801 Adlai Stevenson Drive	
Springfield, IL 62703	
	Filed In: Pennsylvania (Allegheny County Recorder)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

OR	1a. ORGANIZATION'S NAME				
	1b. INDIVIDUAL'S SURNAME OBRIEN		FIRST PERSONAL NAME THOMAS	ADDITIONAL NAME(S)/INITIAL(S)	
	1c. MAILING ADDRESS 119 ORCHARD ST		CITY MONROEVILLE	STATE PA	POSTAL CODE 15146
					COUNTRY USA

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>Foundation Finance Company LLC</b>				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	3c. MAILING ADDRESS <b>7802 Meadow Rock Drive</b>	CITY <b>Weston</b>	STATE <b>WI</b>	POSTAL CODE <b>54476</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral

ROOF AND GUTTERS  
THOMAS OBRIEN  
119 ORCHARD ST  
MONROEVILLE PA 15146

Legal Description: LAND - PRIMARY SITE (9000 SQFT). 0000144 1 STY BI-LEVEL HOUSE 0000698 W/ PORCH  
FRAME - OPEN; STOOP MASONRY AND FRAME SHED.  
APN: 0640-S-00320-0000-00

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction
<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien
<input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

**UCC FINANCING STATEMENT ADDENDUM**

## FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S SURNAME

OBRIEN

FIRST PERSONAL NAME

THOMAS

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

THOMAS OBRIEN

119 ORCHARD ST

MONROEVILLE PA 15146

16. Description of real estate:

Legal Description: LAND - PRIMARY SITE (9000 SQFT). 0000144  
1 STY BI-LEVEL HOUSE 0000698 W/ PORCH FRAME - OPEN;  
STOOP MASONRY AND FRAME SHED.

County: ALLEGHENY, PA APN: 0640-S-00320-0000-00 Census

Tract/Block: 5213.02/3 Alternate APN: 0640-S-00320 Subdivision:

GEORGE C DALE Map Reference: 0640-S

Legal Lot: 320 Legal Block: 640 Neighbor Code: 87906

Munic/Township: MONROEVILLE BORO

17. MISCELLANEOUS:

Statement of Account: XXXXXXXXXX

Date	Description	Principal	Interest	Late Fees	Expense / NSF Fee	Total Amt	Ending Balance
11/15/2017	New Loan Proceeds	\$11,017.00	\$0.00	\$0.00	\$0.00	\$11,017.00	\$11,017.00
12/11/2017	Mail-in Payment	\$64.05	\$93.38	\$0.00	\$0.00	\$157.43	\$10,952.95
1/8/2018	Mail-in Payment	\$100.01	\$99.99	\$0.00	\$0.00	\$200.00	\$10,852.94
2/13/2018	Mail-in Payment	\$50.05	\$127.38	\$0.00	\$0.00	\$177.43	\$10,802.89
3/5/2018	Mail-in Payment	\$24.42	\$70.44	\$0.00	\$0.00	\$94.86	\$10,778.47
4/5/2018	Mail-in Payment	\$51.06	\$108.94	\$0.00	\$0.00	\$160.00	\$10,727.41
5/7/2018	Mail-in Payment	\$42.95	\$111.91	\$0.00	\$0.00	\$154.86	\$10,684.46
6/5/2018	Online Payment	\$56.41	\$101.02	\$0.00	\$0.00	\$157.43	\$10,628.05
7/6/2018	Mail-in Payment	\$50.01	\$107.42	\$0.00	\$0.00	\$157.43	\$10,578.04
8/20/2018	Mail-in Payment	\$2.24	\$155.19	\$0.00	\$0.00	\$157.43	\$10,575.80
9/7/2018	Mail-in Payment	\$95.36	\$62.07	\$0.00	\$0.00	\$157.43	\$10,480.44
10/12/2018	Mail-in Payment	\$37.84	\$119.59	\$0.00	\$0.00	\$157.43	\$10,442.60
11/5/2018	Mail-in Payment	\$75.72	\$81.71	\$0.00	\$0.00	\$157.43	\$10,366.88
12/7/2018	Mail-in Payment	\$49.28	\$108.15	\$0.00	\$0.00	\$157.43	\$10,317.60
1/7/2019	Mail-in Payment	\$53.15	\$104.28	\$0.00	\$0.00	\$157.43	\$10,264.45
2/5/2019	Mail-in Payment	\$60.38	\$97.05	\$0.00	\$0.00	\$157.43	\$10,204.07
3/25/2019	Mail-in Payment	\$0.00	\$157.43	\$0.00	\$0.00	\$157.43	\$10,204.07
4/4/2019	Mail-in Payment	\$279.34	\$35.52	\$0.00	\$0.00	\$314.86	\$9,924.73
5/7/2019	Mail-in Payment	\$50.65	\$106.78	\$0.00	\$0.00	\$157.43	\$9,874.08
6/10/2019	Mail-in Payment	\$47.97	\$109.46	\$0.00	\$0.00	\$157.43	\$9,826.11
8/5/2019	Mail-in Payment	\$0.00	\$157.43	\$0.00	\$0.00	\$157.43	\$9,826.11
8/26/2019	Mail-in Payment	\$68.19	\$89.24	\$0.00	\$0.00	\$157.43	\$9,757.92
9/12/2019	Mail-in Payment	\$103.34	\$54.09	\$0.00	\$0.00	\$157.43	\$9,654.58
11/4/2019	Payment	\$0.00	\$157.43	\$0.00	\$0.00	\$157.43	\$9,654.58
11/15/2019	Payment	\$113.41	\$44.02	\$0.00	\$0.00	\$157.43	\$9,541.17
1/7/2020	Payment	\$0.00	\$157.43	\$0.00	\$0.00	\$157.43	\$9,541.17
1/24/2020	Payment	\$97.31	\$60.12	\$0.00	\$0.00	\$157.43	\$9,443.86
2/27/2020	Payment	\$53.03	\$104.40	\$0.00	\$0.00	\$157.43	\$9,390.83
3/5/2020	Payment	\$136.06	\$21.37	\$0.00	\$0.00	\$157.43	\$9,254.77
6/9/2020	Payment	\$25.99	\$288.87	\$0.00	\$0.00	\$314.86	\$9,228.78
6/25/2020	Payment	\$109.42	\$48.01	\$0.00	\$0.00	\$157.43	\$9,119.36
7/6/2020	Payment	\$124.81	\$32.62	\$5.00	\$0.00	\$162.43	\$8,994.55

Payment Summary

Original Principal Balance	\$11,017.00
Total Principal Paid	\$2,022.45
Total Interest Paid	\$3,172.74
Total Late Fees Paid	\$5.00
Total Expenses/NSF Fees Paid	\$0.00
Total Payments	\$5,200.19
Current Principal Balance	\$8,994.55
Current Payoff Balance	\$9,126.15